a simple authorization to sell within a definite time, but this is against the weight of authority.[17]

The exclusive right of the agent is not a "power coupled with an interest" and so the principal has the power, though not the right[19] to revoke it, and the agent may recover damages for its revocation if it was given for a definite time,[20] or may treat the contract as rescinded and sue for the value of his services and expenditures.[21] However, in order to recover, the agent must show that he has suffered damages, and to recover his commission he must produce a customer,[22] although it has been held in two cases[23] that the principal is estopped by his wrongful breach of the contract to say that the agent would not have made a sale but for the principal's wrongful interference.

H. C. K.

Conditions—Conveyance to County for School Purposes—Grantor's Right of Re-entry—Charitable Trusts.—If land is granted to a municipal corporation 'to be used for a county high school,' may the grantor re-enter when it ceases to be used for such purposes? The Supreme Court, in a very lucid opinion by Henshaw, J., holds that the words were insufficient to create a right of re-entry for breach of condition, and that the grantor, therefore, cannot maintain ejectment.[1] Were not the words used sufficient to constitute a charitable trust, however?[2] If that be so, the common law of conditions would be inapplicable, and there would be no need of re-entry for the purpose of revesting title, for the reason that the residue of the title beyond that needed for the fulfillment of the trusts was already vested in the grantor.[3]

Is it not possible that this view of the case was not called to the attention of the court?[4] If it be conceded, as it seems to have been by the court, that the grantee might renounce the trust, it would seem

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[17] Bluthenthal v. Bridges (1909), 91 Ark. 212, 120 S. W. 974, 24 L. R. A. N. S. 280; Dole v. Sherwood (1889), 41 Minn. 535; 43 N. W. 569, 5 L. R. A. 720, 16 Am. St. Rep. 731; and see Brown v. Pforr (1869), 38 Cal. 550.

[18] Novakovitch v. Union Trust Co. (1909), 89 Ark. 412, 117 S. W. 246.

[19] Blumenthal v. Goodall (1891), 89 Cal. 251, 26 Pac. 906.

[20] Glover v. Henderson (1894), 120 Mo. 367, 25 S. W. 175, 41 Am. St. Rep. 695.

[21] Waterman v. Boltinghouse (1890), 22 Cal. 659, 23 Pac. 195; Turner v. Baker (1909), 225 Pa. St. 359, 74 Atl. 172.

[22] Schiffman v. Peerless Motor Car Co. (1910), 13 Cal. Ap. 600, 110 Pac. 460; Sparks v. Reliable Dayton Motor Car. Co. (1911), 85 Kan. 29, 116 Pac. 363.

[1] Fitzgerald v. County of Modoc (Jan. 14, 1913), 45 Cal. Dec. 79.

[2] 3 Dillon, Municipal Corporations (5th ed.), Sec. 981, p. 1568.

[3] Civil Code, Sec. 866.

[4] Gray, Perpetuities (2d ed.), Sec. 40 (p. 40); Hopkins v. Grimshaw (1897), 165 U. S. 342.

most contrary to equitable principles to allow it to continue to hold the property discharged from the trusts. O. K. M.

Corporations—Dissolution—Directors as Trustees.—A stockholder may set aside a judgment against a corporation which has been dissolved for failure to pay its license tax under the State law.[1] Although this is clear and well established as a rule of law, does not the situation suggest a practical difficulty under the statute? Under the law as it now stands,[2] the directors of a corporation at the time of its dissolution become trustees of its assets. The person who has a claim against such a corporation, may encounter several difficulties. He may find that it is impossible to ascertain the persons who were directors at the time of the dissolution, because there is no public record provided under the law which shows the names of persons who were charged as trustees by the dissolution. The records of the corporation may be lost or destroyed, or, again, the officers may be hard to locate. Would it not better serve the interests of all, and, in particular, creditors, to have incorporated in the law, instead of the present provision providing an absolute dissolution for failure to pay the license tax, one forfeiting the right of the corporation to do business, but preserving its existence for two years at least, for the sole purpose of suing and being sued. Many States have such provisions covering the dissolution of corporations.[3] Substituted service by publication or otherwise may be allowed in such cases.[4] It would also facilitate matters to require that the names of all directors should be recorded in the county where the corporation carries on its business.

The code provides that the directors at the time of the dissolution become trustees. Do they become trustees in the sense that they wind up the affairs of the corporation under the supervision of a court of equity? It is clear their trusteeship exists by virtue of the statute, from which they derive their powers rather than from the court.[5] They are, however, amenable to equity upon the application of a party in interest,—a creditor or a stockholder.[6] If the corporation was insolvent, they would clearly be bound to administer the assets for the benefit of all the creditors.[7] If the corporation is apparently solvent, can the director-trustees pay off the claims in the order presented, or prefer creditors in the order in which they present themselves? It is

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[1] Newhall v. Western Zinc Mining Co. (Dec. 20, 1912), 44 Cal. 718.
[2] Cal. Civil Code, Sec. 400.
[3] Crossman v. Vivienda Water Co. (1907), 150 Cal. 575, 89 Pac. 335; Thompson on Corporations, Secs. 6575 and 6576, 10 Cyc. 1314.
[4] Merrill v. Montgomery (1872), 25 Mich. 73; Richmond Ry. Co. v. New York Ry. Co. (1897), 95 Va. 386, 28 S. E. 573; Thompson on Corporations, Sec. 6583.
[5] Havemeyer v. Superior Court (1890), 84 Cal. 327, 366, 24 Pac. 121.
[6] See 5 supra.
[7] Argues v. Union Savings Bank of San Jose (1901), 133 Cal. 139, 65 Pac. 307.